

December 20, 2007

RE: MCI Section 63.71 Application, Public comments for docket #07-167

Marlene H Dortch  
Office of the Secretary  
Federal Communications Commission  
445 Twelfth Street NW  
Washington, D.C. 20554

Dear Ms Dortch,

I purchased an MCI calling card through Costco over two years ago and never had any problem recharging it in Alaska. However, in 2006 MCI unilaterally changed the terms of the contract, claiming customers could no longer recharge the card in Alaska. I believe their action constitutes a breach of contract. The Regulatory Commission of Alaska (RCA) intervened on behalf of customers affected by MCI's action. The RCA's determination properly stated that MCI's policies were discriminatory, contrary to the law, and not in the public interest.

Notwithstanding RCA's determination, MCI continues to announce to customers (via a recording when they dial the access number from Alaska) that their cards can not be recharged from Alaska after September 4<sup>th</sup>, 2007, a statement which is just flat-out wrong. In fact, after the RCA's ruling, the cards actually still can be recharged in Alaska. MCI's erroneous and misleading announcement appears to be a continuing attempt to discourage and intimidate customers from using their cards in Alaska. MCI's phone announcement suggests that customers obtain a refund for their cards rather than using them. Since MCI is aware the cards can still be recharged from Alaska, their announcement meets the legal definition of fraud.

MCI's recorded announcement also has the effect of disrupting "chain-dialing" using the card number. Instead of having the normal pre-programmed pauses and dialing cadence I have with the card from locations other than Alaska, I am unable to use the card for complex dial-around long distance use. This particularly affects my calling with automated functions such as faxes.

Any contention that MCI has a right to apply special rules for Alaskan use of their calling cards because they are unprofitable is irrelevant. The cards were purchased under set terms and the risk of profitability rests solely on MCI. I don't believe the company has any right to unilaterally change the contract.

I urge the FCC to support RCA's determination that MCI's policies in regard to this card are both illegal and contrary to the public interest, and I further urge the FCC to prohibit MCI from making the fraudulent announcements described in this letter. I hope the FCC will enforce their ruling with substantial fines and penalties.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Russell A. Baker". The ink is dark and the signature is fluid, with a large loop at the beginning and a trailing end.

Russell A. Baker